

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gogo LLC		06/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3600042	*-)-	
Registration Number:	3667304	*-)-	
Registration Number:	3680364	GOGO	
Registration Number:	3499843	GOGO	
Registration Number:	4129839	GOGO	
Registration Number:	4133147	GOGO	
Registration Number:	4133220	GOGO VISION	
Registration Number:	4126958	IN AIR. ONLINE.	
Registration Number:	4126957	IN AIR. ONLINE.	
Registration Number:	3680528	WI-FI WITH WINGS	
Registration Number:	3555008	WI-FI WITH WINGS	
Serial Number:	85581100	GOGO BIZ	
Serial Number:	85440977	IT'S THE INTERNET. IN THE SKY.	

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**CORRESPONDENCE DATA**

Fax Number: 7147558290

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th floor

Address Line 2: (042742-0025)

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

(042742-0025)

NAME OF SUBMITTER:

Adam Kummins

Signature:

/Adam Kummins/

Date:

06/22/2012

Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 21, 2012 (this "Agreement"), is made by the signatory hereto indicated as a "Grantor" (the "Grantor") in favor of MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

**WHEREAS**, pursuant to that certain Credit Agreement dated as of June 21, 2012 by and among AIRCELL BUSINESS AVIATION SERVICES LLC, a Delaware limited liability company (the "BA"), GOGO LLC, a Delaware limited liability company ("CA"), GOGO INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company ("Holdings") and, together with BA and CA, collectively, the "Borrowers" and each a "Borrower"), the Administrative Agent, the Agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein, to the Borrowers; and

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantors entered into a Guarantee and Collateral Agreement dated as of June 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between the Grantor, the Agent and the other persons party thereto, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

**WHEREAS**, pursuant to the Guarantee and Collateral Agreement, Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

### SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### SECTION 2. Notice and Confirmation of Grant of Security Interest in Trademark Collateral

**SECTION 2.1 Notice and Confirmation of Grant of Security.** Grantor hereby confirms the grant in the Guarantee and Collateral Agreement to the Agent, for the benefit of the Secured Parties, of a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark");

Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations:

All of Grantor’s right, title and interest in and to all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names and other indicia of origin or source identification, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other trademark rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein could impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest confirmed pursuant to this Agreement is confirmed in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

### **SECTION 4. Governing Law**

**THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING**

**TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR  
PRIORITY OF THE SECURITY INTERESTS).**

**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOGO LLC, as Grantor

By:



Name: NORMAN SMALLEY

Title: EVP & CFO

Accepted and Agreed:

**MORGAN STANLEY SENIOR FUNDING, INC., as Agent**

By: 

Name:

Steve King

Title:

Authorized Signatory

**SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT**

**U.S. REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Class</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Emoticon Logo *-)-	38	77976486	October 19, 2007	3600042	March 31, 2009
Emoticon Logo *-)-	9	77309056	October 19, 2007	3667304	August 11, 2009
GOGO	9	77216179	September 8, 2009	3680364	September 8, 2009
GOGO	38	77216180	June 26, 2007	3499843	September 9, 2008
GOGO	9	85339267	June 6, 2011	4129839	April 17, 2012
GOGO	38	85339274	June 6, 2011	4133147	April 24, 2012
GOGO VISION	38	85370757	July 13, 2011	4133220	April 24, 2012
IN AIR. ONLINE.	9	85349568	June 17, 2011	4126958	April 10, 2012
IN AIR. ONLINE.	38	85349559	June 17, 2011	4126957	April 10, 2012
WI-FI WITH WINGS	9	77327233	November 12, 2007	3680528	Sept. 8, 2009
WI-FI WITH WINGS	38	77327244	November 12, 2007	3555008	December 30, 2008

**U.S. TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Class</b>	<b>Appl. No.</b>	<b>Appl. Date</b>
GOGO BIZ	38	85581100	March 27, 2012
IT'S THE INTERNET. IN THE SKY.	38	85440977	October 6, 2011